

**CITY OF ISSAQUAH  
DEVELOPMENT SERVICES DEPARTMENT  
LOT LINE ADJUSTMENT**

**NOTICE OF DECISION**

TO: Applicant

Property Owners

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Colleen Allen  
18215 72<sup>nd</sup> Ave. S.  
Kent, WA 98032

Fieldstone Memory Care of Issaquah  
P.O. Box 1810  
Winter Park, FL 32790

SUBJECT: Fieldstone Memory Care Lot Line Adjustment

NUMBER: LLA16-00001

DECISION DATE: August 31, 2016

REQUEST: Application for a Lot Line Adjustment to adjust property lines between two (2) existing lots.

LOCATION: 23845 SE Issaquah-Fall City Rd.

KC PARCEL #: 2224069002

ZONING: Single Family – Small lot (SF-SL) and Multifamily – Medium (MF-M)

DECISION: On August 31, 2016 the Development Services Department conditionally approved the Lot Line Adjustment with Exhibits. Approval of this application is based on the original submittal of January 19, 2016 and is subject to the following conditions:

1. The Development Services Department Engineer shall be added to the signature block on Sheet 1.
2. Final mylar drawings of the lot line adjustment shall be provided to the Development Services Department for signature. The mylars shall be signed and notarized by the property owners prior to submitting to the City.
3. Two (2) copies of an electronic version of the Lot Line Adjustment drawings (CAD file) shall be provided at the time the Mylars are provided as required by Condition 2 above.
4. The lot line adjustment mylars shall be recorded with the King County Department of Records and Elections with all necessary signatures on the mylars.

5. Four (4) full sized copies and two (2) reduced copies of the recorded Lot Line Adjustment drawings and an electronic shall be provided to the Development Services Department within ten (10) days of recording with King County.
6. All new property comers of the lots shall have a rebar and cap set per current WAC guidelines for land surveys.

**REASONS FOR DECISION:**

1. The lot line adjustment is reviewed administratively by a Level 1 Review, according to the Land Use Code Levels of Review Table 18.04.100-1
2. The Development Services Department has determined the proposed lot line adjustment meets the applicable criteria in the Land Use Code, 18.13.430.
  - A. *Compliance with all requirements of the zoning code for the zoning district, in which the property is located as identified on the zoning map, such as lot size and required yards, and*

Response: Lot A is zoned both SF-SL and MF-M. Per IMC 18.06.040 where lots are divided by zoning district lines the Development Standards for Lot A would be the most restrictive district regulations if fifty percent (50%) or more of the square footage of the lot is within the most restrictive district. The proposed lot line adjustment would allocate 95,832 square feet (70%) of Lot A in the MF-M district and 40,387 square feet (30%) to the SF-SL district. Since Lot A does not have fifty percent (50%) or more of the square footage of the lot within the most restrictive district, the applicable zoning is MF-M. Lot A would meet the 2,500 square foot minimum lot size of the MF-M zone. Lot b is proposed to be entirely in the SF-SL district. Lot B would meet the 6,000 square foot minimum lot size of the SF-SL zone. Since both lots are undeveloped currently, they will be required to meet the setback standards. Development of Lot A has been proposed under BLD16No development is proposed for Lot B at this time, so the setbacks from the critical area and set by the zoning code apply.

Lot #	Allowed	Proposed
A	Min. Lot Size: 2,500 Front: 10' Side: 7' Rear: 20' Impervious: 50% Height: 40'	Lot Size: 153,684 sf (3.53 ac) Front (W): 17' Side (S): 29' Rear (E): 80' Impervious: 49.83% Height: 30.5'
B*	Min. Lot Size: 6,000 Front: 10' Side (W): 6' Side (E): 6' Rear: 20' Impervious: 50% Height: 30'	Lot Size: 129,033 sf (2.96 ac) Front: 10' Side (W): 6' Side (E): 6' Rear: 20' Impervious: 0% Height: 30'

*\* There is a critical area and associated Native Growth Protection Easement located on Lot B that requires a Building Setback Line (BSBL) to the wetland that prevail over the setbacks set by the zoning code as applicable.*

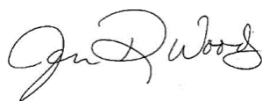
*B. All lots shall be adjacent to, or have a legally created means of access to, a City street, and*

Response: All lots would have legal access. Both lots front onto SE Issaquah-Fall City Rd.

*C. The applicant shall provide a current title report identifying all persons and entities having any interest in the real property which is the subject of the proposed lot line alteration. The approval of the proposed lot line adjustment by signature of the persons or entities having an interest in the real property shall be provided as required by the Planning Director/Manager. (Ord. 2596 § 3 (Exh. B2), 2010).*

Response: A current title report was provided with the application submittal and is Exhibit 4 of this Notice of Decision.

3. No new lots would be created by the proposed lot line adjustment.
4. New development on Lots A and B shall meet the development standards in place at the time of development, including, but not limited to, setbacks, impervious surface, tree retention and density.
5. Closure calculations for the lot line adjustment were provided with the application submittal and are Exhibit 3 of this Notice of Decision.
6. The application was routed to other City departments for review and comments. Those comments are incorporated in this Notice of Decision.



8-31-16

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Jennifer R. Woods  
Associate Planner

Date

Exhibits:

1. Application, received January 19, 2016
2. Lot Line Adjustment Drawings (2 sheets) received January 19, 2016 and revised August 30, 2016
3. Lot Closures, received January 19, 2016 and revised August 30, 2016
4. Title Report, received January 19, 2016

# LAND USE PERMIT APPLICATION



CITY OF  
**ISSAQUAH**  
DEVELOPMENT SERVICES

1775 - 12<sup>th</sup> Ave. NW | P.O. Box 1307  
Issaquah, WA 98027  
425-837-3100  
issaquahwa.gov

## This Section For Staff Use Only

Permit Number: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_

Date Received: \_\_\_\_\_

Type of Application: Lot Line Adjustment

## PROJECT INFORMATION

Name of Project (if applicable): Fieldstone Memory Care  
Project Site Address: 23845 Issaquah-Fall City Road  
Parcel Number: 222406-9002 and - 9149

## OWNER

Name: Fieldstone Memory Care of Issaquah  
Address: P.O. Box 1810, Winter Park, FL 32790  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## APPLICANT

Name: Cascadia Development, LLC  
Address: 4120 Englewood Avenue, Yakima, WA 98908  
Phone: 509-480-0642 Email: justin@cascadiadevelopment.com

## CONTACT

Name: Dennis J. Saltys, Barghausen Consulting Engineers, Inc.  
Address: 18215 72nd Avenue South, Kent, WA 98032  
Phone: 425-251-6222 Email: dsaltys@barghausen.com

## PROPOSED PROJECT DESCRIPTION

Please provide a brief description of the project. (Use an additional sheet of paper, if necessary.)

**The Lot Line Adjustment is to adjust the northern parcel to encompass the area of improvements, including the building and parking area. This will leave a second parcel that includes the wetlands area and buffer.**

I certify (or declare) under penalty of perjury under the laws of the State of Washington that all application information, including plans and reports, are true and complete to the best of my knowledge. I understand the lead agency is relying on them to make its decision.

Signature: \_\_\_\_\_

Date: 1/13/16

## PROJECT SITE INFORMATION

Legal Description: (Use an additional sheet of paper, if necessary.)

Attached.

Zoning Designation: MF-M Multifamily-Medium

Land Use Designation: Low Density Residential

Subarea Designation: North Issaquah

Shoreline Designation, if applicable: \_\_\_\_\_

Existing Land Use: Vacant

Adjacent Land Uses North: Single-family residential

South: Single-family residential

East: Single-family residential

West: Multi-family residential

Area in square feet: 282,717 sf

Does the site contain any of the following environmentally critical areas? Check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Flood Hazard Area       | <input type="checkbox"/> Landslide Hazard Area |
| <input type="checkbox"/> Streams                 | <input checked="" type="checkbox"/> Wetlands   |
| <input type="checkbox"/> Steep Slope Hazard Area | <input type="checkbox"/> Coal Mine Hazard Area |

## PROPOSED DEVELOPMENT STATISTICS

Proposed Land Use: Memory care facility

Density (multifamily only): N/A

Impervious Surface Ratio: 26%

Pervious/Landscaping/Open Space Provided (in square feet): 208,717

Maximum Proposed Building or Structure Height: 34'

Total Proposed Building Square Footage (Gross Area): 43,839


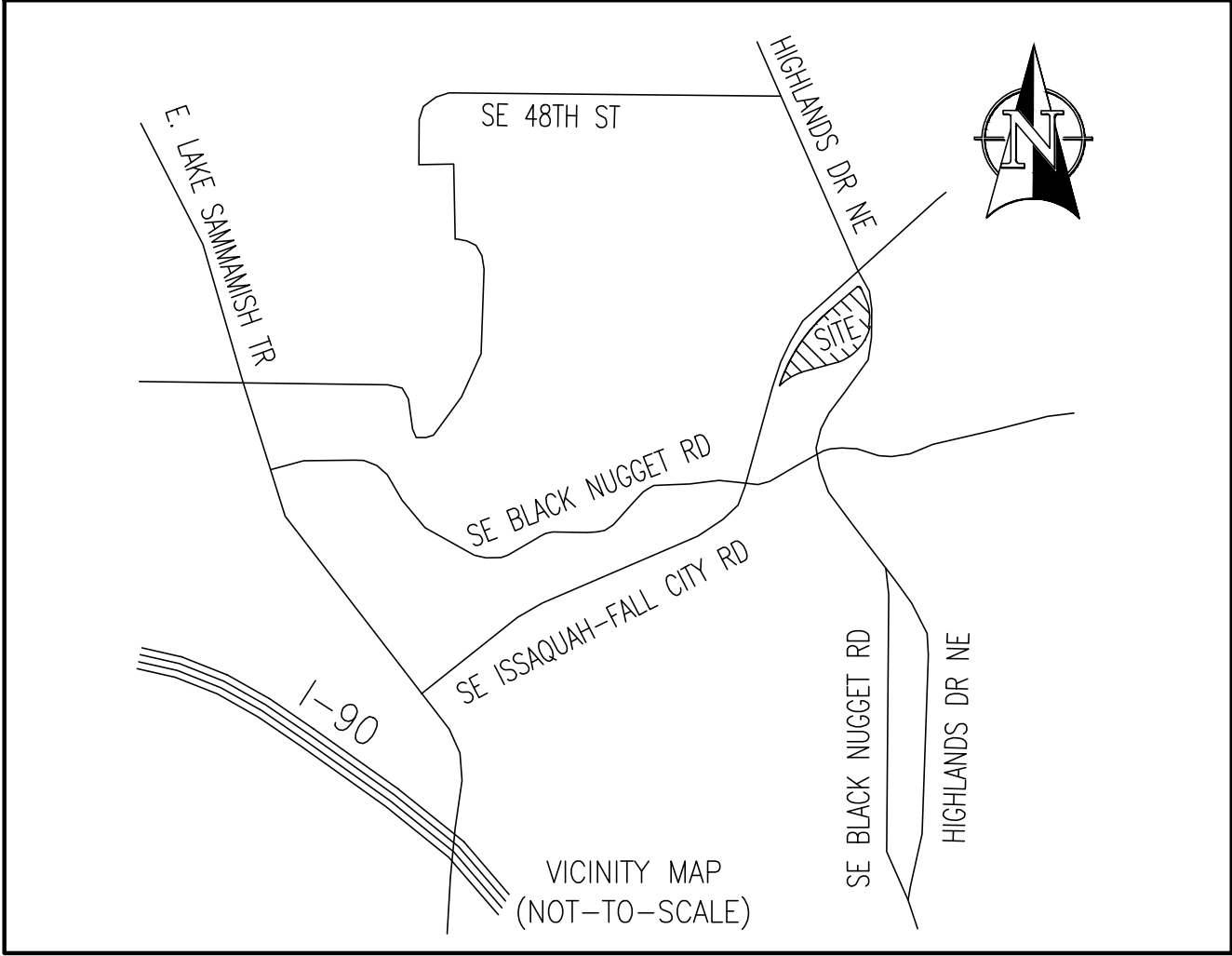


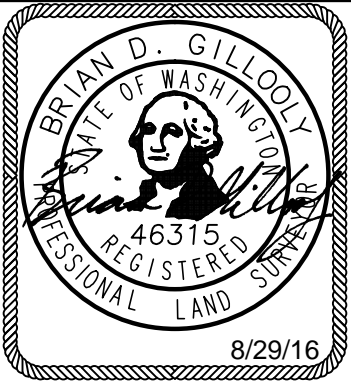
Proposed Setbacks 17' min. along

Front: Ex. R/W

Rear: 30' min (south)

Side: N/A

Parking Spaces Provided: 45

<div><p>CITY OF <b>ISSAQUAH</b> WASHINGTON</p></div> <div>LOT LINE ADJUSTMENT NO: LLA16-00001</div>	<div>APPROVALS: CITY OF ISSAQUAH</div> <table><tr><td>DSD PLANNER</td><td>DATE</td></tr><tr><td>DSD LAND DEVELOPMENT MANAGER</td><td>DATE</td></tr><tr><td>DSD ENGINEER</td><td>DATE</td></tr></table>	DSD PLANNER	DATE	DSD LAND DEVELOPMENT MANAGER	DATE	DSD ENGINEER	DATE	<div>DEPARTMENT OF ASSESSMENTS</div> <div>EXAMINED AND APPROVED THIS ____ DAY OF _____, 20__</div> <div>ASSESSOR</div> <div>DEPUTY ASSESSOR</div> <div>ACCOUNT NUMBER 222406-9002 &amp; 222406-9149</div>	<div>RECORDING NO.</div> <div>VOL./PG.</div>						
DSD PLANNER	DATE														
DSD LAND DEVELOPMENT MANAGER	DATE														
DSD ENGINEER	DATE														
<div>DECLARATION</div> <p>KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE LAND HEREIN DESCRIBED TO HEREBY MAKE A BOUNDARY LINE ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S). IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.</p> <div>FIELDSTONE MEMORY CARE OF ISSAQUAH BY: ITS:</div> <div>ACKNOWLEDGEMENTS</div> <p>STATE OF WASHINGTON COUNTY OF _____</p> <p>I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS DECLARATION AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.</p> <p>DATED.....20.....</p> <div>PRINTED NAME: _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON. RESIDING AT: _____ MY APPOINTMENT EXPIRES: _____</div>		<div>EXISTING LEGAL DESCRIPTIONS</div> <p>(APN 222406-9002) THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742 AND 8410180377;</p> <p>EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;</p> <p>THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;</p> <p>THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;</p> <p>THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;</p> <p>THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;</p> <p>THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION; AND THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;</p> <p>AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD.</p> <div>EXISTING LEGAL DESCRIPTION: (APN 222406-9149) THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716 AND 8209200697; EXCEPT THE FOLLOWING DESCRIBED TRACT; COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°19'16" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°36'43" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 96.42 FEET; THENCE NORTH 88°35'31" EAST 159.33 FEET TO THE WESTERLY MARGIN OF THE ISSAQUAH-FALL CITY ROAD; THENCE SOUTHWESTERLY ALONG SAID MARGIN TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 88°19'16" WEST ALONG SAID LINE 83.00 FEET TO THE TRUE POINT OF BEGINNING; AND EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9803201399, BEING A STRIP OF LAND 100 FEET IN WIDTH, 50 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22; THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET; THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;<p>THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.</p></div>	<div>PROPOSED LEGAL DESCRIPTIONS</div> <p>SEE SHEET 3 OF 3</p> <div>RESTRICTIONS</div> <p>SEE SHEET 3 OF 3</p>												
		<div>VICINITY MAP</div> <div>SCALE: N/A</div> <div></div>													
<div>RECORDER'S CERTIFICATE.....</div> <div>FILED FOR RECORD THIS.....DAY OF.....,20.....</div> <div>AT.....M IN BOOK.....OF..... AT PAGE..... AT</div> <div>THE REQUEST OF .....</div> <div>.....</div> <div>MANAGER</div> <div>SUPT. OF RECORDS</div>	<div><p>18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX</p><p>CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES</p></div>	<div>LAND SURVEYOR'S CERTIFICATE:</div> <p>THIS BOUNDARY LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES IN JANUARY, 2016.</p> <div><p>8/29/16</p><p>DATE</p><p>BRIAN D. GILLOOLY, P.L.S. REGISTRATION NO. 46315</p></div> <div></div>	<div>CASCADIA DEVELOPMENT</div> <div>4120 ENGLEWOOD AVENUE</div> <div>YAKIMA, WA 98908</div> <table><tr><td>DWN. BY:</td><td>DATE:</td><td>JOB NO.</td></tr><tr><td>KMA</td><td>1/15/16</td><td>16151</td></tr><tr><td>CHKD. BY:</td><td>SCALE:</td><td>SHEET:</td></tr><tr><td>BDG</td><td>N/A</td><td>1 OF 3</td></tr></table>	DWN. BY:	DATE:	JOB NO.	KMA	1/15/16	16151	CHKD. BY:	SCALE:	SHEET:	BDG	N/A	1 OF 3
DWN. BY:	DATE:	JOB NO.													
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CHKD. BY:	SCALE:	SHEET:													
BDG	N/A	1 OF 3													



# LOT LINE ADJUSTMENT NO: LLA16-00001

## NATIVE GROWTH PROTECTION EASEMENT (NGPE):

THE NATIVE GROWTH PROTECTION EASEMENT (NGPE) CONVEYS TO THE PUBLIC THE BENEFICIAL INTEREST IN THE LAND WITH THE NGPE. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE SENSITIVE AREA TRACT IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF ISSAQUAH, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT. THE VEGETATION WITHIN THE TRACT MAY NOT BE CUT, PRUNED, COVERED BY FILL REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE CITY OF ISSAQUAH OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW. THE CITY, WHEN PERMITTING THE CUTTING, PRUNING OR REMOVAL OF LIVING OR DEAD VEGETATION, SHALL CONSIDER DEMONSTRATED HEALTH AND SAFETY CONCERNS.

RECORDING NO.

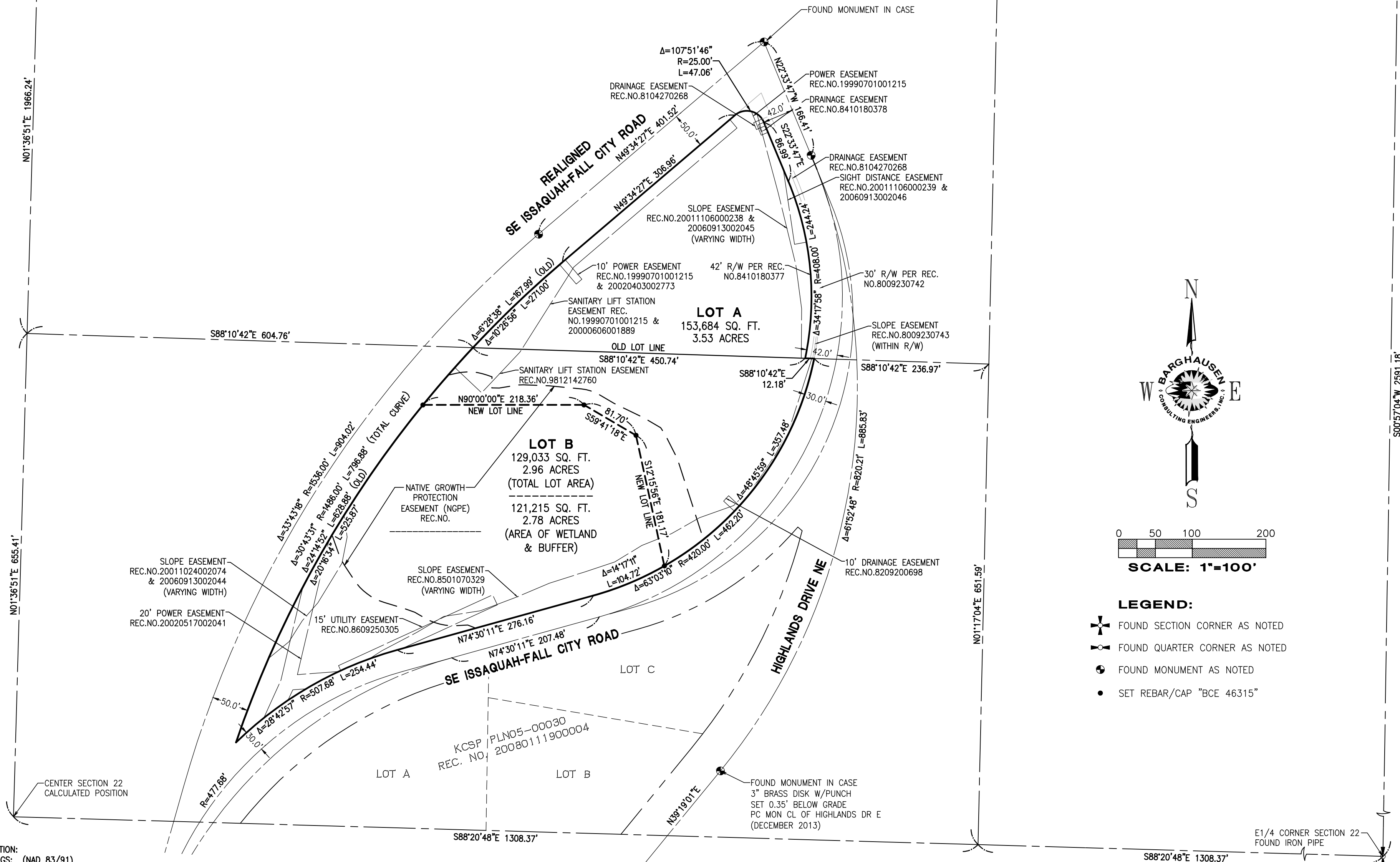
VOL./PG.

PORTION OF

SW1/4 OF NE1/4, SEC. 22, T24N-R6E, W.M.

NE1/4 CORNER SECTION 22  
FOUND MONUMENT IN CASE

NE CORNER SECTION 22  
FOUND MONUMENT



## SURVEY INFORMATION:

BASIS OF BEARINGS: (NAD 83/91)

HORIZONTAL DATUM FOR THIS SURVEY IS NAD 83/91 PER KING COUNTY. KING COUNTY CONTROL POINT DESIGNATION NO. 2266 WAS HELD FOR POSITION AND A LINE BETWEEN SAID POINT DESIGNATION NO. 2266 AND POINT DESIGNATION NO. 2278 WAS HELD FOR ROTATION, BEING S43°18'46"E.

## DATES OF SURVEY:

FIELD SURVEY BY BARGHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN DECEMBER, 2013.

ALL MONUMENTS SHOWN AS FOUND WERE VISITED AT THAT TIME.

## GROSS LAND AREA:

GROSS LAND AREA=282,717± S.F. (6.490± ACRES)

## REFERENCE SURVEYS:

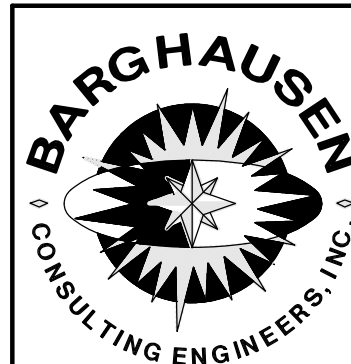
1. K.C.S.P. PLN05-00030, REC. NO. 20080111900004

## PROCEDURE / NARRATIVE:

A FIELD TRAVERSE USING A SPECTRA PRECISION FOCUS 30 AND SPECTRA PRECISION RANGER SUPPLEMENTED WITH FIELD NOTES, WAS PERFORMED, ESTABLISHING THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

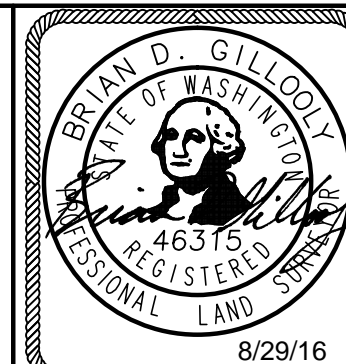
## SURVEYOR'S NOTES:

1. ALL DISTANCES SHOWN HEREON ARE IN US SURVEY FEET.



18215 72ND AVENUE SOUTH  
KENT, WA 98032  
(425)251-6222  
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,  
SURVEYING, ENVIRONMENTAL SERVICES



CASCADIA DEVELOPMENT  
4120 ENGLEWOOD AVENUE  
YAKIMA, WA 98908

DWN. BY:	KMA	DATE:	1/15/16	JOB NO.	16151
CHKD. BY:	BDG	SCALE:	1" = 100'	SHEET:	2 OF 3



LOT LINE ADJUSTMENT  
NO: LLA16-00001

RECORDING NO.

VOL./PG.

PORTION OF

SW1/4 OF NE1/4, SEC. 22, T24N-R6E, W.M.

**SPECIAL EXCEPTIONS: (APN 222406-9149)** [PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 1356433]  
1. POWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 4407752. (NOT PLOTTABLE) BLANKET IN NATURE.

2. DRAINAGE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8209200698. (PLOTTED HEREON)

3. SLOPE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8501070329. (PLOTTED HEREON)

4. SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8609250305. (PLOTTED HEREON)

5. SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 9812142760. (PLOTTED HEREON)

6. RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 19991221000892. (NOT PLOTTABLE) BLANKET FOR PROPERTY NORTH OF REALIGNED ISSAQUAH - FALL CITY ROAD.

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20000606001891. (PLOTTED HEREON)

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20011024002074 AND ASSIGNMENT RECORDED UNDER RECORDING NO. 20060913002044. (NOT PLOTTABLE)

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20020517002041. (PLOTTED HEREON)

10. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 9711190639. (NOT PLOTTABLE)

11. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED, RECORDED UNDER RECORDING NO. 8209200697. (NOT PLOTTABLE)

12. TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBERS 9307301617, 9901150609, 20040414002865, 20041201000040 AND 20060126001770. (NOT PLOTTABLE)

13. MEMORANDUM OF DEVELOPER EXTENSION AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20150615000222. (NOT PLOTTABLE)

**SPECIAL EXCEPTIONS: (APN 222406-9002)** [PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 1354197]  
1. TELEPHONE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 717667. (NOT PLOTTABLE) BLANKET IN NATURE

2. POWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 4407751. (PLOTTED HEREON)

3. SLOPE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8009230743. (PLOTTED HEREON)

4. DRAINAGE DITCH EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8104270268. (PLOTTED HEREON)

5. DRAINAGE FACILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 8410180378. (PLOTTED HEREON)

6. SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 9811231594. (PLOTTED HEREON)

7. TELEPHONE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 19990719000753. (PLOTTABLE) THE PLOTTABLE PORTION IS OFF-SITE HOWEVER THE BLANKET PORTION AFFECTS THE UNDERLYING PROPERTY.

8. SEWER EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20000606001889. (PLOTTED HEREON)

9. SLOPE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20011106000238 AND ASSIGNMENT RECORDED UNDER RECORDING NO. 20060913002045. (PLOTTED HEREON)

10. SIGHT DISTANCE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20011106000239 AND ASSIGNMENT RECORDED UNDER RECORDING NO. 20060913002046. (PLOTTED HEREON)

11. TELEPHONE EASEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20020403002773. (PLOTTED HEREON)

12. SEWER AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 9708180171. (NOT PLOTTABLE)

13. NOTICE OF CASH CREDIT FOR FUTURE PAYMENTS OF WATER AND SEWER GENERAL FACILITY CHARGES, INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDED UNDER RECORDING NO. 20040322000196. (NOT PLOTTABLE)

14. TELEPHONE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20010504000419. (NOT PLOTTABLE) BLANKET PORTIONS AFFECT UNDERLYING PARCEL

15. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY, RECORDED UNDER RECORDING NO. 8009230742. (NOT PLOTTABLE) BLANKET IN NATURE

16. RIGHT TO MAKE NECESSARY SLOPES DESCRIBED AS GRANTED IN DEED, RECORDED UNDER RECORDING NO. 8410180377. (NOT PLOTTABLE) BLANKET IN NATURE

17. TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 9307301617, 20040414002865, 20041201000040 AND 20060126001770. (NOT PLOTTABLE)

18. MEMORANDUM OF DEVELOPER EXTENSION AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 20150615000222. (NOT PLOTTABLE)

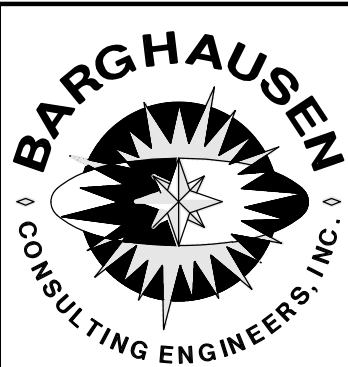
NEW LEGAL DESCRIPTIONS:

**LOT A:**  
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HIGHLANDS DRIVE NORTHEAST AND REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD;  
THENCE SOUTH 49°34'27" WEST, 401.52 FEET ALONG THE CENTERLINE OF SAID REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD TO A POINT OF CURVATURE;  
THENCE AT RIGHT ANGLES SOUTH 40°25'33" EAST, 50.00 FEET TO THE SOUTHEASTERLY MARGIN OF SAID REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD AND THE TRUE POINT OF BEGINNING, BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 40°25'33" EAST;  
THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,486.00 FEET, THROUGH A CENTRAL ANGLE OF 10°26'56", AND AN ARC LENGTH OF 271.00 FEET;  
THENCE NORTH 90°00'00" EAST, 218.36 FEET;  
THENCE SOUTH 59°41'18" EAST, 81.70 FEET;  
THENCE SOUTH 12°15'56" EAST, 181.17 FEET TO THE NORTHWESTERLY MARGIN OF SOUTHEAST ISSAQUAH-FALL CITY ROAD, BEING A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS NORTH 29°47'00" WEST;  
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 48°45'59", AND AN ARC LENGTH OF 357.48 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;  
THENCE NORTH 88°10'42" WEST, 12.18 FEET ALONG SAID NORTH LINE TO THE WESTERLY MARGIN OF SOUTHEAST ISSAQUAH-FALL CITY ROAD, BEING A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS NORTH 78°15'49" WEST;  
THENCE NORTHERLY ALONG SAID WEST MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 408.00 FEET, THROUGH A CENTRAL ANGLE OF 34°17'58", AND AN ARC LENGTH OF 244.24 FEET;  
THENCE NORTH 22°33'47" WEST, 86.99 FEET ALONG SAID WEST MARGIN TO A POINT OF TANGENCY;  
THENCE WESTERLY ALONG SAID WEST MARGIN, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 107°51'46", AND AN ARC LENGTH OF 47.06 FEET TO A POINT OF TANGENCY WITH THE SAID SOUTHEASTERLY MARGIN OF REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD;  
THENCE SOUTH 49°34'27" WEST, 306.96 FEET ALONG SAID SOUTHEASTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

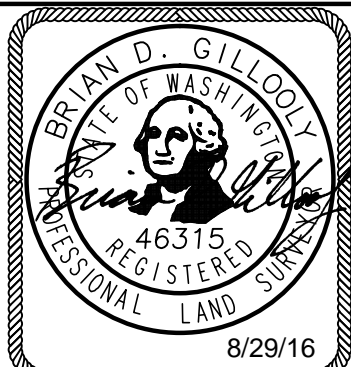
**LOT B:**  
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF HIGHLANDS DRIVE NORTHEAST AND REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD;  
THENCE SOUTH 49°34'27" WEST, 401.52 FEET ALONG THE CENTERLINE OF SAID REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD TO A POINT OF CURVATURE;  
THENCE AT RIGHT ANGLES SOUTH 40°25'33" EAST, 50.00 FEET TO THE SOUTHEASTERLY MARGIN OF SAID REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD AND THE, BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 40°25'33" EAST;  
THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,486.00 FEET, THROUGH A CENTRAL ANGLE OF 10°26'56", AND AN ARC LENGTH OF 271.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 90°00'00" EAST, 218.36 FEET;  
THENCE SOUTH 59°41'18" EAST, 81.70 FEET;  
THENCE SOUTH 12°15'56" EAST, 181.17 FEET TO THE NORTHWESTERLY MARGIN OF SOUTHEAST ISSAQUAH-FALL CITY ROAD, BEING A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS NORTH 29°47'00" WEST;  
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 420.00 FEET, THROUGH A CENTRAL ANGLE OF 14°17'11", AND AN ARC LENGTH OF 104.72 FEET;  
THENCE SOUTH 74°30'11" WEST, 276.16 FEET ALONG SAID NORTHWESTERLY MARGIN TO A POINT OF TANGENCY;  
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY MARGIN, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 507.68 FEET, THROUGH A CENTRAL ANGLE OF 28°42'57", AND AN ARC LENGTH OF 254.44 FEET TO SAID SOUTHEASTERLY MARGIN OF REALIGNED SOUTHEAST ISSAQUAH-FALL CITY ROAD, BEING A POINT ON A NON-TANGENT CURVE, THE RADIUS OF WHICH BEARS SOUTH 71°09'04" EAST;  
THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY MARGIN, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,486.00 FEET, THROUGH A CENTRAL ANGLE OF 20°16'34", AND AN ARC LENGTH OF 525.87 FEET TO THE TRUE POINT OF BEGINNING.



18215 72ND AVENUE SOUTH  
KENT, WA 98032  
(425)251-6222  
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,  
SURVEYING, ENVIRONMENTAL SERVICES



CASCADIA DEVELOPMENT  
4120 ENGLEWOOD AVENUE  
YAKIMA, WA 98908

DWN. BY:	KMA	DATE:	1/15/16	JOB NO.	16151
CHKD. BY:	BDG	SCALE:	N/A	SHEET:	3 OF 3

Name: LOT A

End North: 204174.4164' East: 1344756.1818'

Segment #1 : Curve

Length: 357.48' Radius: 420.00'  
Delta: 048°45'59" Tangent: 190.37'  
Chord: 346.78' Course: S35°50'00"W  
Course In: N78°32'59"W Course Out: S29°47'00"E  
RP North: 204257.7938' East: 1344344.5409'  
End North: 203893.2716' East: 1344553.1639'

Segment #2 : Line

Course: N12°15'56"W Length: 181.17'  
North: 204070.3061' East: 1344514.6756'

Segment #3 : Line

Course: N59°41'18"W Length: 81.70'  
North: 204111.5404' East: 1344444.1446'

Segment #4 : Line

Course: N90°00'00"W Length: 218.36'  
North: 204111.5404' East: 1344225.7846'

Segment #5 : Curve

Length: 271.00' Radius: 1486.00'  
Delta: 010°26'56" Tangent: 135.88'  
Chord: 270.63' Course: N44°20'58"E  
Course In: S50°52'30"E Course Out: N40°25'33"W  
RP North: 203173.8530' East: 1345378.5806'  
End North: 204305.0646' East: 1344414.9642'

Segment #6 : Line

Course: N49°34'27"E Length: 306.96'  
North: 204504.1169' East: 1344648.6363'

Segment #7 : Curve

Length: 47.06' Radius: 25.00'  
Delta: 107°51'46" Tangent: 34.32'  
Chord: 40.42' Course: S76°29'40"E  
Course In: S40°25'33"E Course Out: N67°26'13"E  
RP North: 204485.0857' East: 1344664.8479'  
End North: 204494.6782' East: 1344687.9343'

Segment #8 : Line

Course: S22°33'47"E Length: 86.99'  
North: 204414.3466' East: 1344721.3124'

Segment #9 : Curve

Length: 244.24' Radius: 408.00'  
Delta: 034°17'58" Tangent: 125.90'  
Chord: 240.61' Course: S05°24'48"E  
Course In: S67°26'13"W Course Out: S78°15'49"E

RP North: 204257.7970' East: 1344344.5416'  
End North: 204174.8061' East: 1344744.0119'

Segment #10 : Line

Course: S88°10'42"E Length: 12.18'  
North: 204174.4189' East: 1344756.1857'

Perimeter: 1807.14' Area: 153684 Sq. Ft.  
Error Closure: 0.0047 Course: N58°01'02"E  
Error North: 0.00246 East: 0.00395

Precision 1: 384497.87

\*\*\*\*\*  
\*\*\*\*

Name: LOT B

North: 204070.3045' East: 1344514.6763'

Segment #1 : Line

Course: S12°15'56"E Length: 181.17'  
North: 203893.2699' East: 1344553.1646'

Segment #2 : Curve

Length: 104.72' Radius: 420.00'  
Delta: 014°17'11" Tangent: 52.63'  
Chord: 104.45' Course: S67°21'35"W  
Course In: N29°47'00"W Course Out: S15°29'49"E  
RP North: 204257.7921' East: 1344344.5415'  
End North: 203853.0614' East: 1344456.7601'

Segment #3 : Line

Course: S74°30'11"W Length: 276.16'  
North: 203779.2750' East: 1344190.6400'

Segment #4 : Curve

Length: 254.44' Radius: 507.68'  
Delta: 028°42'57" Tangent: 129.95'  
Chord: 251.79' Course: S60°08'42"W  
Course In: S15°29'49"E Course Out: N44°12'46"W  
RP North: 203290.0519' East: 1344326.2854'  
End North: 203653.9341' East: 1343972.2675'

Segment #5 : Curve

Length: 525.87' Radius: 1486.00'  
Delta: 020°16'34" Tangent: 265.72'  
Chord: 523.13' Course: N28°59'13"E  
Course In: S71°09'04"E Course Out: N50°52'30"W  
RP North: 203173.8471' East: 1345378.5792'  
End North: 204111.5345' East: 1344225.7832'

Segment #6 : Line

Course: N90°00'00"E Length: 218.36'  
North: 204111.5345' East: 1344444.1432'

Segment #7 : Line

Course: S59°41'18"E Length: 81.70'  
North: 204070.3002' East: 1344514.6743'

Perimeter: 1642.42' Area: 129033 Sq. Ft.  
Error Closure: 0.0047 Course: S25°21'29"W  
Error North: -0.00426 East: -0.00202

Precision 1: 349451.06

# METROSCAN

## PROPERTY PROFILE

Parcel ID :222406 9002	Bldg :	Total :\$1,916,600
Owner :Fieldstone Memory Care of Issaquah		Land :\$1,916,600
CoOwner :		Struct :
Site Addr :*no Site Address*		%Imprvd :
Mail Addr :PO Box 1810 Winter Park Fl 32790		Levy Cd :1436
Sale Date :10/09/2015 Doc# :495		2015 Tax :\$21,635.01
SalePrice :\$2,550,000 Deed :Warranty		
Loan Amt :	Type :	Vol : Pg :
Use Code :301 VACANT,MULTI-FAMILY		MapGrid :
Zoning :MFM		NbrhdCd :095020
Prop Desc :Vacant Mf Lot		-- CENSUS --
Legal :POR OF N 1/2 OF SW 1/4 OF NE 1/4		Tract :249.01
:WLY OF VAUGHN HILL CO RD & LY ELY		Block :3
:OF REALIGNED ISSAQUAH- FALL CITY...		QSTR :NE 22 24N 06E

### P R O P E R T Y C H A R A C T E R I S T I C S

Bedrooms :	1st Floor SF :	Year Built :
Bath Full :	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl :
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Fireplace :	Bsmnt Finished :	Bldg Grade :
Laundry :	Bsmnt Total SF :	Interior :
Porch :	Building SqFt :	Insulation :
Deck :	DeckSqFt :	HeatSource :
Stories :	Garage Type :	Heat Type :
Units :	Attached GrgSF :	Air Method :
Nuisance :	Bsmnt ParkingSF :	Wtr Source :Private
Easements :	Basement Type :	Sewer Type :
DesignType :	Basement Grade :	Purpose :

#### LAND INFORMATION

St Access :Public Lot SqFt :95,832

Beach Acc : Lot Acres :2.20

WtrFront : Lot Shape :

WtrFntLoc : Tde/Uplnd :

WtrFrntFT : TopoProbd :

#### OTHER INFORMATION

St Surface :Paved Soundproof :

Elevator : Storage :

Sprinklers : Security :

Golf Adj :

### TRANSFER HISTORY

OWNERS	DATE	/DOC #	PRICE	DEED	LOAN	TYPE
:Maclean Townhomes L L	:06/18/1998	1532	:\$2,905,000	:Warran	:\$2,957,500	:Cons
:Maclean Family LLC	:12/28/1995	1805	:	:Quit C	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

CHICAGO TITLE INS. CO. ⑦  
REF# 1354197-06

When recorded return to:  
Fieldstone Memory Care of Issaquah PropCo, LLC  
a Delaware limited liability company  
P.O. Box 1810  
Winter Park, FL 32790



**20151009000495**

CHICAGO TITLE WD 79.00  
PAGE-001 OF 007  
10/09/2015 11:28  
KING COUNTY, WA

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

10500 NE 8th St., Suite 600  
Bellevue, WA 98004

Escrow No.: 1354197-06

**E2760573**

10/09/2015 11:23  
KING COUNTY, WA  
TAX \$45,395.00  
SALE \$2,550,000.00

PAGE-001 OF 001

### STATUTORY WARRANTY DEED

THE GRANTOR(S) The Maclean Family L.L.C., a Washington limited liability company  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Fieldstone Memory Care of Issaquah PropCo, LLC, a Delaware  
limited liability company

the following described real estate, situated in the , :

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.) *PTN SWNE, section 22-24-6*  
Subject to:

Exceptions Set forth on attached Exhibit "B" and by this reference made a part hereof as if fully  
incorporated herein.

*TAX PARCEL #: 222406-9002-09*

**STATUTORY WARRANTY DEED**  
(continued)

Dated: September 25, 2015

The Maclean Family L.L.C.

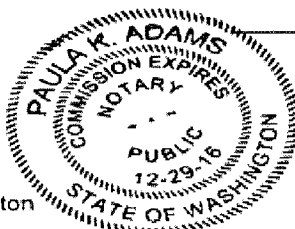
BY: Mickey Maclean, mgr.  
Mickey Maclean, Manager

BY: Gordon A. Maclean  
Gordon A. Maclean, Manager

State of Washington  
County of King

I certify that I know or have satisfactory evidence that Mickey Maclean  
is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and  
acknowledged it as the manager of The MacLean Family L.L.C. to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

Dated: Sept 30, 2015

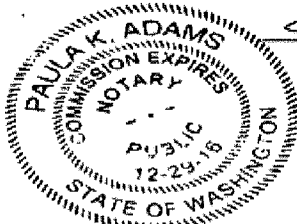


Name: Paula K. Adams  
Notary Public in and for the State of: WA  
Residing at: Kirkland  
My appointment expires: 12-29-16

State of Washington  
County of King

I certify that I know or have satisfactory evidence that Gordon A. Maclean  
is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and  
acknowledged it as the manager of The MacLean Family L.L.C. to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

Dated: September 30, 2015



Name: Paula K. Adams  
Notary Public in and for the State of: WA  
Residing at: Kirkland  
My appointment expires: 12-29-16

## EXHIBIT "A"

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742 AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;  
 THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;  
 THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;  
 THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;  
 THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
 THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;  
 THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD.

## EXHIBIT "B" EXCEPTIONS

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	POSTAL TELEGRAPH CABLE CO
PURPOSE:	TELEGRAPH, TOGETHER WITH NECESSARY POLES AND FIXTURES
AREA AFFECTED:	THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED.
RECORDED:	NOVEMBER 23, 1910
RECORDING NUMBER:	717667

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AREA AFFECTED:	AS CONSTRUCTED OR TO BE CONSTRUCTED ACROSS SAID PREMISES AND OTHER PROPERTY
RECORDED:	DECEMBER 29, 1953
RECORDING NUMBER:	4407751

SAID EASEMENT HAS BEEN MODIFIED BY AMENDMENT OF EASEMENT AND  
CONFIRMATION AGREEMENT RECORDED UNDER RECORDING NUMBER 19990701001215

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	KING COUNTY
PURPOSE:	SLOPES
AREA AFFECTED:	EASTERLY PORTION OF SAID PREMISES
RECORDED:	SEPTEMBER 23, 1980
RECORDING NUMBER:	8009230743

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	KING COUNTY
PURPOSE:	DRAINAGE DITCH
AREA AFFECTED:	PORTION OF SAID PREMISES
RECORDED:	APRIL 27, 1981
RECORDING NUMBER:	8104270268

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	KING COUNTY
PURPOSE:	DRAINAGE FACILITY
AREA AFFECTED:	EASTERLY PORTION OF SAID PREMISES
RECORDED:	OCTOBER 18, 1984
RECORDING NUMBER:	8410180378

# EXHIBIT "B" EXCEPTIONS

## EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MACLEAN TOWNHOMES L.L.C., A  
WASHINGTON LIMITED LIABILITY COMPANY  
PURPOSE: INSTALLATION AND MAINTENANCE OF  
SANITARY SEWER LIFT STATION AND  
SANITARY SEWER FORCE MAIN SYSTEM AND  
ACCESS THERETO  
AREA AFFECTED: PORTIONS OF SAID PREMISES  
RECORDED: NOVEMBER 23, 1998  
RECORDING NUMBER: 9811231594

## EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: US WEST COMMUNICATIONS, INC., A  
COLORADO CORPORATION  
PURPOSE: TELECOMMUNICATION FACILITIES,  
ELECTRICAL FACILITIES AND GAS  
FACILITIES AND APPURTENANCES  
AREA AFFECTED: AS CONSTRUCTED  
RECORDED: JULY 19, 1999  
RECORDING NUMBER: 19990719000753

## EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SAMMAMISH PLATEAU WATER AND SEWER  
DISTRICT  
PURPOSE: SEWER LINES  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: JUNE 6, 2000  
RECORDING NUMBER: 20000606001889

## EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SLOPES, CUTS AND FILLS  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000238

## ASSIGNMENT OF SAID EASEMENT:

DATED: AUGUST 8, 2006  
RECORDED: SEPTEMBER 13, 2006  
RECORDING NUMBER: 20060913002045  
ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL  
CORPORATION

## EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SIGHT DISTANCE AREA  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000239

# **EXHIBIT "B"** **EXCEPTIONS**

## **ASSIGNMENT OF SAID EASEMENT:**

DATED: AUGUST 8, 2006  
 RECORDED: SEPTEMBER 13, 2006  
 RECORDING NUMBER: 20060913002046  
 ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL CORPORATION

## **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE: CINGULAR WIRELESS LLC, A DELAWARE LIMITED LIABILITY COMPANY  
 PURPOSE: MOBILE/WIRELESS COMMUNICATIONS FACILITIES, AND ACCESS THERETO  
 AREA AFFECTED: A PORTION OF SAID PREMISES AS DESCRIBED IN SAID INSTRUMENT  
 RECORDED: APRIL 3, 2002  
 RECORDING NUMBER: 20020403002773

## **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

BETWEEN: POLYGON NORTHWEST COMPANY  
 AND: SAMMAMISH PLATEAU WATER & SEWER DISTRICT  
 RECORDED: AUGUST 18, 1997  
 RECORDING NUMBER: 9708180171  
 REGARDING: EXTENSION OF WATER AND SEWER SERVICE

## **NOTICE OF CASH CREDIT FOR FUTURE PAYMENTS OF WATER AND SEWER GENERAL FACILITY CHARGES, INCLUDING THE TERMS AND PROVISIONS THEREOF:**

RECORDED: MARCH 22, 2004  
 RECORDING NUMBER: 20040322000196

## **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

BETWEEN: MACLEAN TOWNHOMES, LLC  
 AND: TELE-VUE SYSTEMS, INC.  
 RECORDED: MAY 4, 2001  
 RECORDING NUMBER: 20010504000419  
 REGARDING: TELEPHONE AND TELEVISION SERVICES

## **RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:**

GRANTEE: KING COUNTY  
 RECORDED: SEPTEMBER 23, 1980  
 RECORDING NUMBER: 8009230742

## **RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:**

GRANTEE: KING COUNTY  
 RECORDED: OCTOBER 18, 1984  
 RECORDING NUMBER: 8410180377

## **TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 9307301617, 20040414002865, 20041201000040 AND 20060126001770.**

**EXHIBIT "B"**  
**EXCEPTIONS**

MEMORANDUM OF DEVELOPER EXTENSION AND NOTICE OF OBLIGATION TO CONSTRUCT WATER  
AND SEWER EXTENSION IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF:

FILED BY: SAMMAMISH PLATEAU WATER AND SEWER DISTRICT  
RECORDED: JUNE 15, 2015  
RECORDING NUMBER: 20150615000222

AFFECTS: TAX PARCEL NOS. 222406-9002 AND 222406-9149

CHICAGO TITLE INS. CO. ⑦  
 REF# 1356433-06

WHEN RECORDED RETURN TO:

Fortune Law Office, S.C.  
 P.O. Box 589  
 Fond du Lac, WI 54936-0589



**20151016000451**

CHICAGO TITLE DT  
 PAGE-001 OF 007  
 10/16/2015 10:59  
 KING COUNTY, WA

80.00

**DOCUMENT TITLE(S)**

Deed of Trust

CHICAGO TITLE INSURANCE COMPANY  
 has placed the document of  
 record as a customer courtesy  
 and accepts no liability for  
 the accuracy or validity of  
 the document.

**REFERENCE:**

**GRANTOR:**

Fieldstone Memory Care of Issaquah Propco, LLC, a Delaware limited  
 liability company

**GRANTEE:**

BASM LLC, a Wisconsin limited liability company

**ABBREVIATED LEGAL DESCRIPTION:**

portion SW NE, section 22-24-6

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

222406-9002-09 and 222406-9149-03

☐ (Check if applicable and sign below) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
 Signature

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AFTER RECORDING MAIL TO:**

Name: Fortune Law Office, S.C.  
 Address: PO Box 589  
 City, State, Zip: Fond du Lac, WI 54936-0589

**File for Record at Request of:**

(NORTH HALF OF THE SOUTHWEST QUARTER OF THE  
 NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH,  
 RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WA  
 and  
 SOUTH HALF OF THE SOUTHWEST QUARTER OF THE  
 NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH,  
 RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WA)

**DEED OF TRUST**

THIS DEED OF TRUST (the "Deed of Trust") is made and entered into as of the 1st day of October, 2015, by **FIELDSTONE MEMORY CARE OF ISSAQUAH PROPCO, LLC**, a Delaware limited liability company ("Grantor") whose street address is 228 Park Avenue North, Suite A, Winter Park, Florida 32789, Attention Robert A. Bourne, **CHICAGO TITLE COMPANY OF WASHINGTON, A WASHINGTON CORPORATION** ("Trustee"), whose address is 701 Fifth Avenue, Suite 2300, Seattle, Washington 98104, and **BASM LLC**, a Wisconsin limited liability company, ("Beneficiary"), whose street address is 889 E. Johnson Street, Fond du Lac, Wisconsin 54936.

**WITNESSETH:**

Grantor hereby bargains, sells, and conveys to Trustee in trust, with the power of sale, the real property located in King County, Washington, and described on the Exhibit A attached hereto, which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging to or in any way appertaining, and the rents, issues and profits thereof.

This Deed is for the purpose of securing the performance of each agreement of Grantor herein contained and the payment of the sum of Two Million Eight Hundred Sixty One Thousand Three Hundred Eighty Eight and 98/100 (\$2,861,388.98), with interest, in accordance with the terms of that certain Promissory Note executed by Grantor on even date herewith (the "Note").

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to repair and restore promptly any building, structure or improvement thereon which may be

damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be in such companies as Trustee may approve and have loss payable first to the Trustee, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Trustee shall determine. Such application by the Trustee shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Trustee to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Trustee may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the net secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to the Trustee to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Trustee does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor, or upon satisfaction of the obligation secured and written request for reconveyance made by Grantor or the person entitled thereto.



4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, after reasonable notice to Grantor and allowing Grantor a reasonable opportunity to cure the same, all sums secured hereby shall immediately become due and payable at the option of the Trustee. In such event, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the person entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor has or had the power to convey at the time of its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Trustee may cause this Deed of Trust to be foreclosed as a mortgage.

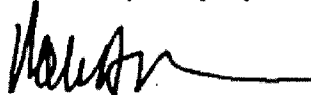
7. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto but on their successors and assigns.

[signature page to follow]



Grantor has executed this Deed of Trust as of the date set forth above.

**FIELDSTONE MEMORY CARE OF  
ISSAQUAH PROPCO, LLC**, a Delaware  
limited liability company



Robert A. Bourne, Authorized Signatory

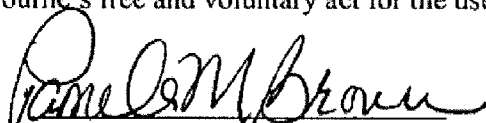
STATE OF FLORIDA

ss.

COUNTY OF ORANGE

I certify that I know or have satisfactory evidence that Robert A. Bourne is the person who appeared before me, and said person acknowledged that Robert A. Bourne signed this instrument and acknowledged it to be Robert A. Bourne's free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 8, 2015



Notary Public in and for the State of Florida  
Residing at Orlando, Florida  
My appointment expires: 5/27/19



**EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742 AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY; THENCE SOUTH  $88^{\circ}24'57''$  EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22; THENCE NORTH  $54^{\circ}34'34''$  EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $38^{\circ}43'08''$  AN ARC DISTANCE OF 486.56 FEET; THENCE NORTH  $15^{\circ}51'26''$  EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $33^{\circ}43'18''$  AN ARC DISTANCE OF 904.02 FEET; THENCE NORTH  $49^{\circ}34'44''$  EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND, TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD.



PARCEL 2:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716 AND 8209200697;

EXCEPT THE FOLLOWING DESCRIBED TRACT;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH  $88^{\circ}19'16''$  EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 132.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH  $01^{\circ}36'43''$  EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 96.42 FEET; THENCE NORTH  $88.35'31''$  EAST 159.33 FEET TO THE WESTERLY MARGIN OF THE ISSAQUAH-FALL CITY ROAD; THENCE SOUTHWESTERLY ALONG SAID MARGIN TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH  $88^{\circ}19'16''$  WEST ALONG SAID LINE 83.00 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9803201399, BEING A STRIP OF LAND 100 FEET IN WIDTH, 50 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE SOUTH  $88^{\circ}24'57''$  EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22; THENCE NORTH  $54^{\circ}34'34''$  EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $38^{\circ}43'08''$  AN ARC DISTANCE OF 486.56 FEET; THENCE NORTH  $15^{\circ}51'26''$  EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $33^{\circ}43'18''$  AN ARC DISTANCE OF 904.02 FEET; THENCE NORTH  $49^{\circ}34'44''$  EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

*RAH*



# Chicago Title Company of Washington

10500 NE 8th St., Suite 600, Bellevue, WA 98004

Phone: (425)455-4995 | FAX: (425)646-9154

## ESTIMATED BUYER'S STATEMENT

**Settlement Date:** October 9, 2015

**Escrow Number:** CSEA-0761-1354197-06

**Disbursement Date:** October 9, 2015

**Escrow Officer:** Paula Adams

**Buyer:** Fieldstone Memory Care of Issaquah PropCo, LLC  
P.O. Box 1810  
Winter Park, FL 32790

**Seller:** The Maclean Family L.L.C.  
4929 Issaquah-Pine Lake Rd  
Issaquah, WA 98029

**Property:** 23845 SE Issaquah-Fall City Rd  
Issaquah, WA 98029  
PTN SW NE, SECTION 22-24-6

		\$ DEBIT	\$ CREDIT
<b>FINANCIAL CONSIDERATION</b>			
Contract sales price		2,550,000.00	
Deposit or earnest money	Fieldstone Memory Care of Issaquah PropCo, LLC		50,000.00
<b>PRORATIONS/ADJUSTMENTS</b>			
County taxes	10/09/15 to 01/01/16 (\$10,817.50 / 184 X 84 days)	4,938.42	
<b>TITLE &amp; ESCROW CHARGES</b>			
Settlement or closing fee	Chicago Title Company of Washington	807.56	
<b>RECORDING CHARGES</b>			
Recording fees	Chicago Title Company of Washington	150.00	
<b>Subtotals</b>		2,555,895.98	50,000.00
<b>Balance Due FROM Buyer</b>			<b>2,505,895.98</b>
<b>TOTALS</b>		2,555,895.98	2,555,895.98

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

**BUYER:**

Fieldstone Memory Care of Issaquah PropCo, LLC

BY: \_\_\_\_\_



CHICAGO TITLE  
COMPANY OF WASHINGTON

NOTICE OF COMPLIANCE  
WITH A.P.R. 12

Escrow No.: 1354197-06-PA

In accordance with the requirements of A.P.R. 12 of the Supreme Court of the State of Washington Chicago Title Company of Washington has the duty to inform you of the following:

The Limited Practice Officer, Paula K. Adams, 2212, certified under the Limited Practice Rule for Closing Officers, may select, prepare and complete documents in a form previously approved by the Limited Practice Board for use in closing this transaction.

The undersigned Limited Practice Officer makes the following disclosures:

1. That the Limited Practice Officer is not acting as the advocate or representative of either, or any, of the parties;
2. That the documents prepared by the Limited Practice Officer will affect the legal rights of the parties;
3. That the parties' interest in the documents may differ;
4. That the parties have the right to be represented by lawyers of their own selection; and
5. That the Limited Practice Officer cannot give legal advice to the manner in which the documents affect the parties.

**Each party is hereby advised to obtain the legal advice of independent counsel, or representation by legal counsel, in connection with the transaction to be closed. The Closing Officer must be advised if you wish to have your documents prepared by your attorney.**

The following documents have been prepared and selected by the Closing Officer:

Statutory Warranty Deed  
Excise Tax Affidavit

**By signing this Notice of Compliance, each party acknowledges:**

- The Closing Officer has not offered any legal advice or made a referral to any named attorney.
- The Closing Officer has clearly requested seeking legal counsel if there are any questions or doubts concerning the transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Fieldstone Memory Care of Issaquah PropCo, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Chicago Title Company of Washington

\_\_\_\_\_  
Signature

9/25/15  
\_\_\_\_\_  
Date

By: Paula K. Adams, 2212  
\_\_\_\_\_  
Print Name

Limited Practice Officer  
\_\_\_\_\_  
Print Title

**When recorded return to:**  
Fieldstone Memory Care of Issaquah PropCo, LLC,  
a Delaware limited liability company  
P.O. Box 1810  
Winter Park, FL 32790

READ AND APPROVED AS TO FORM AND CONTENT

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

10500 NE 8th St., Suite 600  
Bellevue, WA 98004

Escrow No.: 1354197-06

### STATUTORY WARRANTY DEED

THE GRANTOR(S) The Maclean Family L.L.C., a Washington limited liability company  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Fieldstone Memory Care of Issaquah PropCo, LLC, a Delaware  
limited liability company

the following described real estate, situated in the , :

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Subject to:

Exceptions Set forth on attached Exhibit "B" and by this reference made a part hereof as if fully  
incorporated herein.

**STATUTORY WARRANTY DEED**  
(continued)

Dated: September 25, 2015

The Maclean Family L.L.C.

BY: \_\_\_\_\_  
Mickey Maclean, Manager

BY: \_\_\_\_\_  
Gordon A. Maclean, Manager

State of Washington  
County of King

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and  
acknowledged it as the manager of The MacLean Family L.L.C. to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

State of Washington  
County of King

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they)  
signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and  
acknowledged it as the manager of The MacLean Family L.L.C. to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

## EXHIBIT "A"

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742 AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;

THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;

THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;

THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;

THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD.

**EXHIBIT "B"**  
**EXCEPTIONS**

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: POSTAL TELEGRAPH CABLE CO  
PURPOSE: TELEGRAPH, TOGETHER WITH NECESSARY  
POLES AND FIXTURES  
AREA AFFECTED: THE DESCRIPTION CONTAINED THEREIN  
IS NOT SUFFICIENT TO DETERMINE ITS  
EXACT LOCATION WITHIN THE PROPERTY  
HEREIN DESCRIBED.  
RECORDED: NOVEMBER 23, 1910  
RECORDING NUMBER: 717667

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND POWER & LIGHT COMPANY  
PURPOSE: ELECTRIC TRANSMISSION AND/OR  
DISTRIBUTION SYSTEM  
AREA AFFECTED: AS CONSTRUCTED OR TO BE CONSTRUCTED  
ACROSS SAID PREMISES AND OTHER  
PROPERTY  
RECORDED: DECEMBER 29, 1953  
RECORDING NUMBER: 4407751

SAID EASEMENT HAS BEEN MODIFIED BY AMENDMENT OF EASEMENT AND  
CONFIRMATION AGREEMENT RECORDED UNDER RECORDING NUMBER 19990701001215

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SLOPES  
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES  
RECORDED: SEPTEMBER 23, 1980  
RECORDING NUMBER: 8009230743

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: DRAINAGE DITCH  
AREA AFFECTED: PORTION OF SAID PREMISES  
RECORDED: APRIL 27, 1981  
RECORDING NUMBER: 8104270268

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: DRAINAGE FACILITY  
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES  
RECORDED: OCTOBER 18, 1984  
RECORDING NUMBER: 8410180378

**EXHIBIT "B"**  
**EXCEPTIONS**

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MACLEAN TOWNHOMES L.L.C., A  
WASHINGTON LIMITED LIABILITY COMPANY  
PURPOSE: INSTALLATION AND MAINTENANCE OF  
SANITARY SEWER LIFT STATION AND  
SANITARY SEWER FORCE MAIN SYSTEM AND  
ACCESS THERETO  
AREA AFFECTED: PORTIONS OF SAID PREMISES  
RECORDED: NOVEMBER 23, 1998  
RECORDING NUMBER: 9811231594

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: US WEST COMMUNICATIONS, INC., A  
COLORADO CORPORATION  
PURPOSE: TELECOMMUNICATION FACILITIES,  
ELECTRICAL FACILITIES AND GAS  
FACILITIES AND APPURTENANCES  
AREA AFFECTED: AS CONSTRUCTED  
RECORDED: JULY 19, 1999  
RECORDING NUMBER: 19990719000753

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SAMMAMISH PLATEAU WATER AND SEWER  
DISTRICT  
PURPOSE: SEWER LINES  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: JUNE 6, 2000  
RECORDING NUMBER: 20000606001889

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SLOPES, CUTS AND FILLS  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000238

ASSIGNMENT OF SAID EASEMENT:

DATED: AUGUST 8, 2006  
RECORDED: SEPTEMBER 13, 2006  
RECORDING NUMBER: 20060913002045  
ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL  
CORPORATION

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SIGHT DISTANCE AREA  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
DESCRIBED IN SAID INSTRUMENT  
RECORDED: NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000239

**EXHIBIT "B"**  
**EXCEPTIONS**

ASSIGNMENT OF SAID EASEMENT:

DATED: AUGUST 8, 2006  
RECORDED: SEPTEMBER 13, 2006  
RECORDING NUMBER: 20060913002046  
ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL CORPORATION

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CINGULAR WIRELESS LLC, A DELAWARE LIMITED LIABILITY COMPANY  
PURPOSE: MOBILE/WIRELESS COMMUNICATIONS FACILITIES, AND ACCESS THERETO  
AREA AFFECTED: A PORTION OF SAID PREMISES AS DESCRIBED IN SAID INSTRUMENT  
RECORDED: APRIL 3, 2002  
RECORDING NUMBER: 20020403002773

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: POLYGON NORTHWEST COMPANY  
AND: SAMMAMISH PLATEAU WATER & SEWER DISTRICT  
RECORDED: AUGUST 18, 1997  
RECORDING NUMBER: 9708180171  
REGARDING: EXTENSION OF WATER AND SEWER SERVICE

NOTICE OF CASH CREDIT FOR FUTURE PAYMENTS OF WATER AND SEWER GENERAL FACILITY CHARGES, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: MARCH 22, 2004  
RECORDING NUMBER: 20040322000196

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MACLEAN TOWNHOMES, LLC  
AND: TELE-VUE SYSTEMS, INC.  
RECORDED: MAY 4, 2001  
RECORDING NUMBER: 20010504000419  
REGARDING: TELEPHONE AND TELEVISION SERVICES

RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY  
RECORDED: SEPTEMBER 23, 1980  
RECORDING NUMBER: 8009230742

RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY  
RECORDED: OCTOBER 18, 1984  
RECORDING NUMBER: 8410180377

TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 9307301617, 20040414002865, 20041201000040 AND 20060126001770.

**EXHIBIT "B"**  
**EXCEPTIONS**

MEMORANDUM OF DEVELOPER EXTENSION AND NOTICE OF OBLIGATION TO CONSTRUCT WATER  
AND SEWER EXTENSION IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF:

FILED BY:	SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
RECORDED:	JUNE 15, 2015
RECORDING NUMBER:	20150615000222
AFFECTS:	TAX PARCEL NOS. 222406-9002 AND 222406-9149

REAL ESTATE EXCISE TAX AFFIDAVIT  
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED  
(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	Name <b>The Maclean Family L.L.C., a Washington limited liability company</b>	<b>2</b> BUYER GRANTEE	Name <b>Fieldstone Memory Care of Issaquah PropCo, LLC, a Delaware LLC**See Exhibit A for Full Names</b>
	Mailing Address <b>4929 Issaquah-Pine Lake Rd</b>		Mailing Address <b>P.O. Box 1810</b>
	City/State/Zip <b>Issaquah, WA 98029</b>		City/State/Zip <b>Winter Park, FL 32790</b>
	Phone No. (including area code)		Phone No. (including area code)
<b>3</b>	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers - check box if personal property	
Name		222406-9002-09 <input type="checkbox"/>	
Mailing Address		Levy Code 1436 <input type="checkbox"/>	
City/State/Zip		<input type="checkbox"/>	
Phone No. (including area code)		<input type="checkbox"/>	
		List assessed value(s) \$2,108,300.00	

**4** Street address of property: **23845 SE Issaquah-Fall City Road, Issaquah, WA 98029**

The property is located in ☐ unincorporated \_\_\_\_\_ County OR within ☒ city of **Issaquah**

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit "A"

<b>5</b> Select Land Use Code(s): <b>91</b> Enter any additional codes: _____ (See back of last page for instructions)	<b>7</b> List all personal property (tangible and intangible) included in selling price. _____ _____ _____
--	---

<b>6</b>	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.109). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)

NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to Chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME \_\_\_\_\_

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document **Statutory Warranty Deed**

Date of Document **09/25/2015**

Gross Selling Price \$	2,550,000.00
*Personal Property (deduct) \$	0.00
Exemption Claimed (deduct) \$	0.00
Taxable Selling Price \$	2,550,000.00
Excise Tax: State \$	32,640.00
Local \$	12,750.00
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	45,390.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	0.00
Total Due \$	45,395.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

<b>8</b>	I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.	
Signature of Grantor or Grantor's Agent <i>Mickey Maclean</i>	Signature of Grantee or Grantee's Agent _____	
Name (print) <b>MICKEY MACLEAN</b>	Name (print) _____	
Date & city of signing <b>9/28/15 Bellevue</b>	Date & city of signing <b>9/15 Winterpark, FL</b>	

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (6/28/14)

THIS SPACE - TREASURER'S USE ONLY

Escrow No.: 1354197-06-PA

☐ County Treasurer  
☐ County Assessor  
☐ Dept. of Revenue  
☐ Taxpayer



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

**CLOSING ESCROW  
INSTRUCTIONS**

Chicago Title Company of Washington  
10500 NE 8th St., Suite 600  
Bellevue, WA 98004  
Phone: (425)455-4995 Fax: (425)646-9154

**Date:** September 28, 2015  
**Escrow No.:** 1354197-06-PA  
**Buyer(s):** Fieldstone Memory Care of Issaquah  
PropCo, LLC  
**Seller(s):** The Maclean Family L.L.C.  
**Property:** 23845 SE Issaquah-Fall City Rd  
Issaquah, WA 98029

The undersigned purchaser and seller (referred to herein as "the Parties") hereby designate and appoint Chicago Title Company of Washington (referred to herein as "Escrow Holder") to act as their closing agent according to the following agreements and instructions.

**SELLER DEPOSITS**

SELLER herewith deposits with you under these instructions the following:

1. Real Estate Purchase and Sale Agreement and Addendums thereto, if any
2. Excise Tax Affidavit
3. Taxpayer Identification Number - Solicitation
4. Certification of Non-Foreign Status
5. Statutory Warranty Deed

which you are instructed to deliver, release and/or record when you have for the account of the Seller Two Million Five Hundred Fifty Thousand And No/100 Dollars (\$2,550,000.00) subject to any charges and/or credits authorized herein and

**PURCHASER/BORROWER DEPOSITS**

PURCHASER herewith deposits with escrow:

1. Funds pursuant to the closing statement approved by the undersigned purchaser.
2. Earnest Money in the amount of Fifty Thousand And No/100 Dollars (\$50,000.00)

PURCHASER has paid outside of escrow

NONE

which sums and documents you are instructed to use:

1. **TITLE INSURANCE.** When you are able to close according to the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any, and Addendums attached thereto if any, and in compliance with these instructions, and issue your policy (or policies) of title insurance in the amount (or amounts) as follows:  
  
Standard in the amount of Two Million Five Hundred Fifty Thousand And No/100 Dollars (\$2,550,000.00) containing the insuring clauses, exceptions, exclusions, provisions, stipulations and legal descriptions as contained in commitment issued under number 1354197-06 which parties herein have read and approved, and
  - a. Commitment dated January 30, 2015
  - b. Conditions, restrictions or reservations as may be contained in the plat of Federal or State patents
  - c. Matters attaching by, through or under the Grantee
  - d. Special exceptions 1 through 17 and 26 under the above commitment number.
2. **SETTLEMENT STATEMENTS.** You are instructed to disburse deposited funds pursuant to closing Statement(s) examined and approved by the parties hereto and by this reference made a part hereof. Certain items shown on the closing statements may be estimated only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.
3. **APPROVAL OF DOCUMENTS.** The undersigned have examined and hereby approve for use in this escrow the following documents as to content and form:
  - a. Estimated Settlement Statements (subject to changes, corrections and or additions at the time of final computation of closing of escrow)
  - b. Statutory Warranty Deed
  - c. Excise Tax Affidavit
  - d. Loan Documents, if applicable

## CLOSING ESCROW INSTRUCTIONS

(continued)

4. **PRORATIONS.** You are instructed to prorate as of Date of Recording the following:
  - a. **REAL ESTATE TAXES**

Assume a per diem basis in any pro-rate herein provided, except rents which shall be pro-rated on the thirty (30) day month, and unless parties otherwise instruct you, you are to use the information contained in the last available tax statement.
5. **TRUST ACCOUNT.** All money received by you in this escrow is to be deposited in your trust account pending closing and does not accrue interest.
6. **FUNDS/DOCUMENTS REQUIREMENT.** You are instructed that all money and documents required by you herein shall be deposited with you on or before thirty (30) days from the date hereof. If this escrow has not been placed in a condition to close by said date, the above items deposited by me (us) are to be returned to me (us) upon written demand, at which time I/we will pay all your charges in connection herewith, but in the absence of such written demand, you will proceed with these instructions as soon as practicable.
7. **DEPOSIT OF FUNDS.** All checks, cashier's check or wired funds will be processed for collection in the normal course of business. Escrow Holder may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity, including any affiliate of Escrow Holder. It is understood that Escrow Holder shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds, which may be received by Escrow Holder while it holds such funds.
8. **REAL ESTATE PURCHASE AND SALE AGREEMENT AND ADDENDUMS THERETO, IF ANY.** These escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow. All terms and provisions of the above agreements have been met to the satisfaction of all parties herein or will be complied with, outside of this escrow.
9. **DISCLOSURE OF INFORMATION TO THIRD PARTIES.** You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this Escrow upon request of said broker or lender.
10. **DISPUTES.** Should any dispute arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, deposit the money and documents referred to herein into the Registry of the Court or upon holding this escrow open for determination of the rights of the parties, you will be relieved of all responsibility. It is further agreed that in the event of any suit or claim made against you by either or both parties to this agreement, that said parties shall be required to pay you all expenses, costs and reasonable attorney's fees in connection herewith, whether suit is instituted by you or any of the parties hereto.
11. **PERSONAL PROPERTY.** Personal Property, if any, shall be transferred solely between the parties to this transaction outside of this escrow and Escrow Holder shall not be responsible for same.
12. **UTILITIES.** The undersigned hereby advises Escrow Holder that proration and payment of all utilities, including but not limited to, water, sewer, garbage, electricity, gas and oil, will be handled between the parties outside of escrow. Escrow Holder shall not be responsible for determining whether any utilities charges are or may become due or for payment of any such charges. By signing these instructions, the undersigned hereby assume full responsibility for proration and payment, if any, of utilities as described above and as may be contained in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any between parties.
13. **COMPLETION OR CORRECTION OF DOCUMENTS.** The Escrow Holder is instructed to correct any error found in any document deposited under these instructions, and to insert as necessary the closing date, the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.
14. **PAYMENT OF OMITTED TAXES.** If any additional real property taxes are assessed for recent improvements made to the property and not added to the tax rolls before the closing date, the parties shall pay their respective shares of such omitted taxes, pro-rated as of the closing date, within thirty (30) days after receipt of notification that such taxes have been assessed. The Escrow Holder shall not be responsible or liable for any assessment, collection or payment of omitted taxes.
15. **NON-RESIDENT ALIEN.** The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. Chicago Title Company of Washington has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. Chicago Title Company of Washington is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the

## CLOSING ESCROW INSTRUCTIONS

(continued)

Internal Revenue Service as they relate to FIRPTA. Chicago Title Company of Washington is not the agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a U.S. citizen or resident alien. The buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. Chicago Title Company of Washington is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

16. **REAL PROPERTY TRANSFER DISCLOSURE STATEMENT.** Under Chapter 200, Laws of 1994 (Title 64 RCW) the seller may be required to provide the purchaser with a Real Property Transfer Disclosure Statement. Escrow Closer has not advised either party as to the scope of such rights or duties and has advised both parties to review these matters with an attorney of their choice. Purchaser hereby confirms to the Escrow Closer that any Real Property Transfer Disclosure Statement required by RCW 64 has been received by purchaser prior to the closing date. Escrow Closer has no duty to independently confirm such receipt by purchaser.
17. **CONDITIONS OF PARTIES' AGREEMENT SATISFIED.** All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.
18. **COLLECTED FUNDS.** If funds for closing are tendered in a form other than wire transfer, Escrow Holder will be unable to record and disburse until such time as all funds deposited are considered collected.
19. **ESCROW HOLDER'S FEES AND EXPENSES.** The Escrow Holder's fee is intended as compensation for services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable fee for such services. The parties shall also reimburse the Escrow Holder for any out-of-pocket costs and expenses incurred by it under these instructions. The Escrow Holder's fees, costs and expenses shall be due and payable on the closing date or other termination of the Escrow Holder's duties and responsibilities under these instructions, and shall be paid one-half each by buyer and seller unless otherwise provided in the parties' agreement.
20. **INTERPLEADER ACTION:** The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.
21. **RIGHT OF RESIGNATION.** Escrow Holder has the right to resign upon written notice delivered to the parties herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder have no liability hereunder.

### ADDITIONAL INSTRUCTIONS

1. **CONDITION, COMPLETION AND DELIVERY:** Escrow Holder is to assume no responsibility or liability of any nature regarding the condition, completion or delivery of the subject property.
2. **VACANT LAND:** Escrow Holder is advised by Purchaser and Seller that the subject property is vacant land.
3. **NO LEGAL ADVICE - OBTAIN OUTSIDE LEGAL COUNSEL:** All parties to this escrow acknowledge that Chicago Title Company of Washington does not provide legal advice nor has it made any investigation, representation or assurances whatsoever regarding the compliance of this transaction with any tax, securities or other laws of the United States or the state in which this transaction is consummated.

Escrow Agent recommends that the parties obtain independent legal counsel as to tax, securities or other legal aspects of this transaction.

4. **PSA CONTINGENCIES HAVE BEEN MET:** The undersigned hereby agree that all special conditions and contingencies of the Purchase and Sale Agreement, together with any and all addenda thereto, either have been or will be met to their satisfaction or waived. Chicago Title Company of Washington, as Escrow Holder, shall only be responsible for closing in accordance with the written terms of the Purchase and Sale Agreement and any other written instructions deposited to escrow. The parties shall hold Chicago Title Company of Washington and its employees harmless from any claim resulting from the failure of any party to meet any additional conditions and/or contingencies.
5. **RECEIPT OF DOCUMENTS:** Buyer/Seller acknowledge receipt of copies of all documents signed in the closing of the above mentioned escrow.

## CLOSING ESCROW INSTRUCTIONS

(continued)

THE PARTIES REPRESENT THAT THEY HAVE CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL AND/OR TAX ADVISORS AS THEY DEEM ADVISABLE TO DETERMINE THE TAX AND LEGAL CONSEQUENCES OF THIS TRANSACTION AND THAT THEY ARE NOT RELYING ON THE ESCROW HOLDER, ITS OFFICERS AND EMPLOYEES FOR SUCH ADVICE.

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED PARTIES THAT NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES HAVE BEEN MADE BY THE ESCROW HOLDER, ITS OFFICERS, AND EMPLOYEES TO ANY OF THE UNDERSIGNED PARTIES WHICH ARE NOT EXPRESSED IN THE ESCROW INSTRUCTIONS AND THIS ADDENDUM. EACH OF THE UNDERSIGNED PARTIES IS RELYING UPON HIS JUDGMENT AND/OR THE ADVICE OF AN ATTORNEY, TAX ADVISOR, OR REAL ESTATE CONSULTANT IN EXECUTING THESE ESCROW INSTRUCTIONS AND THE RELATED DOCUMENTS IN THIS TRANSACTION.

THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.

### END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

#### SELLER(S):

The Maclean Family L.L.C.

BY: \_\_\_\_\_  
Mickey Maclean, Manager

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Gordon A. Maclean, Manager

Forwarding Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

#### PURCHASER(S):

Fieldstone Memory Care of Issaquah PropCo, LLC

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

Forwarding Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



# CHICAGO TITLE COMPANY

701 FIFTH AVENUE, #2300, SEATTLE, WA 98104

PHONE: (206)628-5610  
FAX: (206)628-9717

ORDER NO: 001354197  
YOUR NO:  
UNIT NO: 06  
LOAN NO:

## SUPPLEMENTAL COMMITMENT #2

AT

### ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 2 OF THIRD COMMITMENT  
SELLER: THE MACLEAN FAMILY L.L.C.  
PURCHASER/BORROWER: FIELDSTONE MEMORY CARE OF ISSAQUAH  
PROPERTY ADDRESS: 23845 SOUTHEAST ISSAQUAH-FALL CITY ROAD  
ISSAQUAH, WASHINGTON 98029

Our Title Commitment dated 01/30/15 at 8:00 A.M. is supplemented as follows:

AU

THE PROPOSED INSURED SET FORTH IN PARAGRAPH ONE OF SCHEDULE A OF OUR COMMITMENT HAS BEEN AMENDED AS FOLLOWS:

FIELDSTONE MEMORY CARE OF ISSAQUAH PROPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY

AV

THE LIABILITY FOR THE OWNER'S POLICY HAS BEEN AMENDED AS FOLLOWS:

COVERAGE:	STANDARD COMBINATION RATE
LIABILITY AMOUNT:	\$ 2,550,000.00
PREMIUM AMOUNT:	\$ 4,252.00
TAX AMOUNT:	\$ 403.94

AW

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

AX

PARAGRAPH NUMBER 26:

AY

1. TERMS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT FOR FIELDSTONE MEMORY CARE OF ISSAQUAH PROPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

AZ

PARAGRAPH NUMBER(S) 24 AND 25 OF OUR COMMITMENT IS (ARE) ELIMINATED.

BA

NOTE(S) 2 HAS (HAVE) BEEN ELIMINATED.

BB

SEE NEXT PAGE

CHICAGO TITLE COMPANY

Order No.: 1354197

Your No.: MACLEAN FAMILY TO FIELDSTONE MEMORY

Unit No.: 06

SUPPLEMENTAL COMMITMENT  
(Continued)

THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE JANUARY 30, 2015 , EXCEPT AS SHOWN HEREIN ABOVE AND ON SUPPLEMENTAL 1.

THE NEW EFFECTIVE DATE OF THIS COMMITMENT IS SEPTEMBER 23, 2015.

BC

SEPTEMBER 28, 2015      AUTHORIZED BY: MIKE HARRIS



# CHICAGO TITLE COMPANY

701 FIFTH AVENUE, #2300, SEATTLE, WA 98104

PHONE: (206)628-5610  
FAX: (206)628-9717

ORDER NO: 001354197  
YOUR NO:  
UNIT NO: 06  
LOAN NO:

## SUPPLEMENTAL COMMITMENT

AL

### ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1 OF THE THIRD COMMITMENT  
SELLER: THE MACLEAN FAMILY L.L.C.  
PURCHASER/BORROWER: CASCADIA DEVELOPMENT, LLC  
PROPERTY ADDRESS: 23845 SOUTHEAST ISSAQUAH-FALL CITY ROAD  
ISSAQUAH, WASHINGTON 98029

Our Title Commitment dated 01/30/15 at 8:00 A.M. is supplemented as follows:

AM

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

AN

PARAGRAPH NUMBER 26:

AO

1. MEMORANDUM OF DEVELOPER EXTENSION AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF:

FILED BY: SAMMAMISH PLATEAU WATER AND SEWER DISTRICT  
RECORDED: JUNE 15, 2015  
RECORDING NUMBER: 20150615000222

AFFECTS: TAX PARCEL NOS. 222406-9002 AND 222406-9149

AR

PARAGRAPH NUMBER(S) 19 HAS (HAVE) BEEN AMENDED AS FOLLOWS:

AS

2. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2015  
TAX ACCOUNT NUMBER: 222406-9002-09  
LEVY CODE: 1436  
ASSESSED VALUE-LAND: \$ 2,108,300.00  
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 21,635.01

SEE NEXT PAGE

CHICAGO TITLE COMPANY

Order No.: 1354197  
Your No.: MACLEAN FAMILY TO CASCADIA DEV  
Unit No.: 06

SUPPLEMENTAL COMMITMENT  
(Continued)

PAID: \$ 10,817.51  
UNPAID: \$ 10,817.50

AP

THERE HAS BEEN NO CHANGE IN THIS THIRD COMMITMENT SINCE JANUARY 30, 2015 ,  
EXCEPT THE MATTERS NOTED HEREINABOVE.

THE EFFECTIVE DATE OF THIS THIRD COMMITMENT IS HEREBY AMENDED TO SEPTEMBER  
2, 2015.

AQ

SEPTEMBER 8, 2015      AUTHORIZED BY: MIKE HARRIS

# CHICAGO TITLE COMPANY

701 FIFTH AVENUE, #2300, SEATTLE, WA 98104

## A.L.T.A. COMMITMENT SCHEDULE A

## THIRD COMMITMENT

Order No.: 1354197

Title Unit: U-06                      Customer Number: MACLEAN FAMILY TO CASCADIA DEV  
Phone: (206)628-5610              Buyer(s): CASCADIA DEVELOPMENT, LLC  
Fax: (206)628-9717  
Officer: HAINEY/CAMPBELL/EISENBREY/URMSTON/MILLER

Commitment Effective Date: JANUARY 30, 2015                      at 8:00 AM

### 1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount:	\$2,550,000.00
EXTENDED POLICY (6/17/2006)	Premium:	\$ 5,740.00
OWNER'S EXTENDED/COMBINATION RATE	Tax:	\$ 545.30

### Proposed Insured:

CASCADIA DEVELOPMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

### Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

### Proposed Insured:

### Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

### Proposed Insured:

### 2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

### 3. Title to the estate or interest in the land is at the effective date hereof vested in:

THE MACLEAN FAMILY L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

### 4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 1354197  
Your No.:

---

**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF ISSAQUAH-FALL CITY ROAD AS CONVEYED TO KING COUNTY BY INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 2721716, 8009230742 AND 8410180377;

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY MARGIN OF A KING COUNTY ROAD BEING A STRIP OF LAND 100 FEET IN WIDTH WITH THE CENTER BEING THE CENTERLINE OF ISSAQUAH-FALL CITY ROAD AS ESTABLISHED BY KING COUNTY SURVEY NO. 22-24-6-13 AND BY DEED RECORDED UNDER RECORDING NUMBER 9809041411, SAID CENTERLINE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY;  
THENCE SOUTH 88°24'57" EAST A DISTANCE OF 476.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 22;  
THENCE NORTH 54°34'34" EAST A DISTANCE OF 2,389.54 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF 720.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;  
THENCE ALONG THE ARC OF SAID 720.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 38°43'08" AN ARC DISTANCE OF 486.56 FEET;  
THENCE NORTH 15°51'26" EAST, A DISTANCE OF 869.58 FEET TO THE BEGINNING OF A 1,536.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;  
THENCE ALONG THE ARC OF SAID 1,536.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 33°43'18" AN ARC DISTANCE OF 904.02 FEET;  
THENCE NORTH 49°34'44" EAST, A DISTANCE OF 401.62 FEET TO THE INTERSECTION OF ISSAQUAH-PINE LAKE ROAD AND ISSAQUAH-FALL CITY ROAD AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

AND THAT PORTION LYING SOUTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET NORTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD;

AND THAT PORTION LYING NORTHEASTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 25 FEET BEING TANGENT TO A LINE 50 FEET SOUTHERLY AND PARALLEL TO SAID CENTERLINE OF ISSAQUAH-FALL CITY ROAD AND TANGENT TO A LINE 42 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF ISSAQUAH-PINE LAKE ROAD.

CHICAGO TITLE COMPANY

A.L.T.A. COMMITMENT  
**SCHEDULE B**

Order No.: 1354197  
Your No.:

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**SPECIAL EXCEPTIONS FOLLOW**

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 001354197  
Your No.:

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**SPECIAL EXCEPTIONS**

**B 1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE:	POSTAL TELEGRAPH CABLE CO
PURPOSE:	TELEGRAPH, TOGETHER WITH NECESSARY POLES AND FIXTURES
AREA AFFECTED:	THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED.
RECORDED:	NOVEMBER 23, 1910
RECORDING NUMBER:	717667

**A 2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE:	PUGET SOUND POWER & LIGHT COMPANY
PURPOSE:	ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
AREA AFFECTED:	AS CONSTRUCTED OR TO BE CONSTRUCTED ACROSS SAID PREMISES AND OTHER PROPERTY
RECORDED:	DECEMBER 29, 1953
RECORDING NUMBER:	4407751

**G** SAID EASEMENT HAS BEEN MODIFIED BY AMENDMENT OF EASEMENT AND  
CONFIRMATION AGREEMENT RECORDED UNDER RECORDING NUMBER 19990701001215

**c 3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE:	KING COUNTY
PURPOSE:	SLOPES
AREA AFFECTED:	EASTERLY PORTION OF SAID PREMISES
RECORDED:	SEPTEMBER 23, 1980
RECORDING NUMBER:	8009230743

**D 4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE:	KING COUNTY
PURPOSE:	DRAINAGE DITCH

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

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**SPECIAL EXCEPTIONS**

AREA AFFECTED: PORTION OF SAID PREMISES  
RECORDED: APRIL 27, 1981  
RECORDING NUMBER: 8104270268

*E* 5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: DRAINAGE FACILITY  
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES  
RECORDED: OCTOBER 18, 1984  
RECORDING NUMBER: 8410180378

*F* 6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MACLEAN TOWNHOMES L.L.C., A  
WASHINGTON LIMITED LIABILITY COMPANY  
PURPOSE: INSTALLATION AND MAINTENANCE OF  
SANITARY SEWER LIFT STATION AND  
SANITARY SEWER FORCE MAIN SYSTEM AND  
ACCESS THERETO  
AREA AFFECTED: PORTIONS OF SAID PREMISES  
RECORDED: NOVEMBER 23, 1998  
RECORDING NUMBER: 9811231594

*S* 7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: US WEST COMMUNICATIONS, INC., A  
COLORADO CORPORATION  
PURPOSE: TELECOMMUNICATION FACILITIES,  
ELECTRICAL FACILITIES AND GAS  
FACILITIES AND APPURTENANCES  
AREA AFFECTED: AS CONSTRUCTED  
RECORDED: JULY 19, 1999  
RECORDING NUMBER: 19990719000753

*H* 8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: SAMMAMISH PLATEAU WATER AND SEWER

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

---

**SPECIAL EXCEPTIONS**

PURPOSE: DISTRICT  
AREA AFFECTED: SEWER LINES  
RECORDED: A PORTION OF SAID PREMISES AS  
RECORDING NUMBER: DESCRIBED IN SAID INSTRUMENT  
JUNE 6, 2000  
20000606001889

*I* 9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SLOPES, CUTS AND FILLS  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
RECORDED: DESCRIBED IN SAID INSTRUMENT  
NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000238

*L* ASSIGNMENT OF SAID EASEMENT:

DATED: AUGUST 8, 2006  
RECORDED: SEPTEMBER 13, 2006  
RECORDING NUMBER: 20060913002045  
ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL  
CORPORATION

*J* 10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: KING COUNTY  
PURPOSE: SIGHT DISTANCE AREA  
AREA AFFECTED: A PORTION OF SAID PREMISES AS  
RECORDED: DESCRIBED IN SAID INSTRUMENT  
NOVEMBER 6, 2001  
RECORDING NUMBER: 20011106000239

*M* ASSIGNMENT OF SAID EASEMENT:

DATED: AUGUST 8, 2006  
RECORDED: SEPTEMBER 13, 2006  
RECORDING NUMBER: 20060913002046

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

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**SPECIAL EXCEPTIONS**

ASSIGNEE: THE CITY OF ISSAQUAH, A MUNICIPAL CORPORATION

*K* 11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CINGULAR WIRELESS LLC, A DELAWARE LIMITED LIABILITY COMPANY  
PURPOSE: MOBILE/WIRELESS COMMUNICATIONS FACILITIES, AND ACCESS THERETO  
AREA AFFECTED: A PORTION OF SAID PREMISES AS DESCRIBED IN SAID INSTRUMENT  
RECORDED: APRIL 3, 2002  
RECORDING NUMBER: 20020403002773

*N* 12. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: POLYGON NORTHWEST COMPANY  
AND: SAMMAMISH PLATEAU WATER & SEWER DISTRICT  
RECORDED: AUGUST 18, 1997  
RECORDING NUMBER: 9708180171  
REGARDING: EXTENSION OF WATER AND SEWER SERVICE

*T* 13. NOTICE OF CASH CREDIT FOR FUTURE PAYMENTS OF WATER AND SEWER GENERAL FACILITY CHARGES, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: MARCH 22, 2004  
RECORDING NUMBER: 20040322000196

*O* 14. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: MACLEAN TOWNHOMES, LLC  
AND: TELE-VUE SYSTEMS, INC.  
RECORDED: MAY 4, 2001  
RECORDING NUMBER: 20010504000419  
REGARDING: TELEPHONE AND TELEVISION SERVICES

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

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**SPECIAL EXCEPTIONS**

- P 15. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY  
RECORDED: SEPTEMBER 23, 1980  
RECORDING NUMBER: 8009230742

- Q 16. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

GRANTEE: KING COUNTY  
RECORDED: OCTOBER 18, 1984  
RECORDING NUMBER: 8410180377

- R 17. TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 9307301617, 20040414002865, 20041201000040 AND 20060126001770.

- U 18. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF CITY OF ISSAQUAH. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

(NOTE: A DEED EXEMPT FROM EXCISE TAX IS STILL SUBJECT TO THE \$5.00 TECHNOLOGY FEE AND AN ADDITIONAL \$5.00 AFFIDAVIT PROCESSING FEE).

- AF 19. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2015  
TAX ACCOUNT NUMBER: 222406-9002-09  
LEVY CODE: 1436  
ASSESSED VALUE-LAND: \$ 2,108,300.00

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197

Your No.:

---

**SPECIAL EXCEPTIONS**

ASSESSED VALUE-IMPROVEMENTS:           \$           0.00

GENERAL & SPECIAL TAXES:           BILLED: \$ 21,635.01  
PAID:       \$           0.00  
UNPAID: \$ 21,635.01

- v   20. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.
- w   21. TERMS AND CONDITIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT FOR THE MACLEAN FAMILY L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY.
- x   NOTE: A COPY OF THE LIMITED LIABILITY COMPANY AGREEMENT, AND AMENDMENTS THERETO, IF ANY, MUST BE SUBMITTED.
- y   22. ANY CONVEYANCE OR MORTGAGE BY THE MACLEAN FAMILY L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, MUST BE EXECUTED IN ACCORDANCE WITH THE LIMITED LIABILITY COMPANY AGREEMENT AND BY ALL THE MEMBERS, OR EVIDENCE MUST BE SUBMITTED THAT CERTAIN DESIGNATED MANAGERS/MEMBERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.
- AA   23. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.
- AG   24. IMPORTANT!! THIS TRANSACTION HAS NOT BEEN APPROVED FOR INSURANCE AGAINST UNRECORDED LABOR AND MATERIAL LIEN RIGHTS NOR FOR MATTERS THAT COULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. YOU MAY NOT CLOSE UNTIL YOU HAVE RECEIVED A SUPPLEMENTAL FROM THE TITLE UNIT ADDRESSING THIS PARAGRAPH!

TO PROVIDE AN EXTENDED COVERAGE OWNER'S POLICY GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. GENERAL EXCEPTIONS E THROUGH H WILL REMAIN IN THE OWNER'S POLICY TO ISSUE. A SUPPLEMENTAL COMMITMENT

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

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**SPECIAL EXCEPTIONS**

WILL FOLLOW.

IF THE ANTICIPATED CLOSING DATE IS LESS THAN 4 WEEKS FROM THE DATE OF THIS COMMITMENT, PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.

AH 25. PRIOR TO ISSUING AN EXTENDED FORM OWNER'S POLICY THIS COMPANY REQUIRES THAT THE PARTIES TO THE TRANSACTION PROVIDE AN ALTA/ACSM CERTIFIED, AS-BUILT SURVEY.

AE NOTE 1:  
ANY MAP FURNISHED WITH THIS COMMITMENT IS FOR CONVENIENCE IN LOCATING THE LAND INDICATED HEREIN WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF RELIANCE THEREON.

AI NOTE 2:  
THE PREMIUM FOR THE EXTENDED COVERAGE OWNER'S POLICY IS ITEMIZED AS FOLLOWS:

DESCRIPTION	AMOUNT
STANDARD COVERAGE:	\$ 4,252.00
SALES TAX:	\$ 403.94
EXTENDED COVERAGE SURCHARGE:	\$ 1,488.00
SALES TAX ON SURCHARGE:	\$ 141.36
 TOTAL PREMIUM, INCLUDING TAX:	 \$ 6,285.30

YOUR INVOICE, TO FOLLOW, WILL CONTAIN THE FOLLOWING CHARGES:

INSPECTION CHARGE:	\$ 230.00
SALES TAX:	\$ 21.85
 TOTAL CHARGES, INCLUDING TAX:	 \$ 6,537.15

AJ NOTE 3:  
IN THE EVENT THE OWNER'S POLICY COVERAGE IS CHANGED FROM EXTENDED TO STANDARD COVERAGE A CHARGE OF \$230.00, PLUS \$21.85 SALES TAX, WILL BE ADDED TO COVER THE COSTS RELATING TO THE EXTENDED COVERAGE INSPECTION.

AD NOTE 4:

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1354197  
Your No.:

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**SPECIAL EXCEPTIONS**

EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT [WWW.KINGCOUNTY.GOV/BUSINESS/RECORDERS.ASPX](http://WWW.KINGCOUNTY.GOV/BUSINESS/RECORDERS.ASPX) AND SELECT **ONLINE FORMS AND DOCUMENT STANDARDS**.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

PTN SW NE, SECTION 22-24-6.

**END OF SCHEDULE B**